



November 10, 2021

**REQUEST FOR PROPOSAL
RP007-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Broker Dealer Services for Fixed Income Securities on an Annual Contract with Four (4) Options to Renew** for the Department of Financial Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on December 10, 2021** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding proposals should be directed to Dana Garland, CPPB at dana.garland@gwinnettcounty.com or by calling 770-822-8723 no later than **3:00 p.m. on November 30, 2021**. Proposals are legal and binding upon the proposer when submitted. One unbound single sided original, four (4) bound copies, and one (1) electronic copy on a flash drive should be submitted.

Successful service provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

**Dana Garland, CPPB, NIGP-CPP
Purchasing Associate III**

The following pages should be returned as part of your proposal:

**Exhibit A, Pages 7-12
Code of Ethics, Page 13
Contractor Affidavit, Page 14
Cost Proposal (Separate Sealed Envelope)**

Purpose

The Board of Commissioners of Gwinnett County, Georgia through the Department of Financial Services (DOFS) is seeking proposals from qualified broker dealers that specialize in selling high quality domestic fixed income products for municipal investment portfolios. This request for proposal is not an offer to contract but seeks the submission of proposals from qualified, professional firms that may form the basis for negotiation of a Broker Dealer Contract with one or more Broker Dealers.

Background

Gwinnett County's investment program is managed in accordance with all applicable laws, specifically O.C.G.A. §36-80-3, O.C.G.A. §36-80-4, and in conformity with covenants referenced in O.C.G.A. §36-82-7. The County's Investment Policy, adopted by the Board of Commissioners on November 27, 2018 provides a framework for making prudent investment decisions. Primary among the County's investment objectives is the preservation of principal and capital. The program also seeks to maintain adequate liquidity, comply with the laws of the State of Georgia and maximize the return on investment.

Gwinnett County requires sound investment options for both operating funds (short-term) and capital project funds (medium-term) as the County continues to expand its infrastructure to meet increased demand and population. The County maintains investment policies for operating funds, capital project funds and bond proceeds. A copy of the Investment Policy adopted by the Board of Commissioners on November 27, 2018 is attached.

Overview

The County's portfolio is split into three categories: the Liquidity Portfolio, Bond Portfolio, and Investment Portfolio.

Liquidity Portfolio

The Liquidity Portfolio includes cash and certificates of deposit and securities with a maturity of less than one year and is the primary investment portfolio for the County's operating funds and short-term capital projects. Cash includes funds on deposit in checking and savings accounts at Wells Fargo, and balances on deposit with other financial institutions. The State of Georgia Local Government Investment Pool, Georgia Fund 1, provides the primary short-term investment vehicle for the portfolio, but the County also holds a significant amount of short-term securities. The securities in the Liquidity Portfolio are limited to a final maturity of 1 year or less at the time of purchase.

The Liquidity Portfolio totaled \$901 million, or about 37% of Total Portfolio as of June 30, 2021.

Bond Portfolio

The Bond portfolio is made up of restricted construction fund proceeds and sinking fund deposits related to the County's debt issuances. These deposits are governed by both the Investment Policy as well as bond covenants. Georgia Fund 1 serves as the primary vehicle for these deposits unless a construction fund has a long-term time horizon.

As of June 30, 2021, the Bond Portfolio represented about 18% of Total Portfolio or \$359.3 million.

Investment Portfolio

The Investment Portfolio is intended for deposits that have a long-term time horizon and is mostly made up of fund reserves and longer-term capital projects. The investment portfolio is limited to maturities less than five years, or Federal Agency mortgage-backed securities (MBS) are permitted up to an average life of 5 years. This portfolio is split between internally managed securities and external investment managers.

The County contracts with two external investment managers for the investment of up to \$400 million of the investment portfolio. These investment managers have their own approved broker lists from which they purchase securities, and this portion of the Investment Portfolio is not within the scope of this proposal.

As of June 30, 2021, the investment portfolio had a nominal value of \$820 million, or 36.4% of Total Portfolio.

Each individual portfolio is adequately diversified to limit exposure to issuer risk.

I. INSTRUCTIONS

- A. Please submit **one (1) unbound original (secured by binder clip or rubber band), four (4) complete and exact bound copies, and one (1) electronic copy on a flash drive of the original proposal.** The **Cost Proposal** should be submitted in a **separate, sealed envelope** inside the regular proposal submittal envelope or container marked as **"Cost Proposal."** Be sure to mark with **RP007-21** and the service provider's name.
- B. The full cost for proposal preparation is to be borne by the proposing service provider. Proposals should be signed in ink by a company official that has authorization to commit company resources.
- C. Any proprietary information contained in the proposal should be indicated; however, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored. All service providers should be aware that this proposal and the responses thereto are subject to Georgia open record laws. All proposals received in response to this proposal will become the property of the County and will not be returned to respondents.
- D. To be considered, each service provider must complete response to this proposal. Responses cannot be faxed or emailed. Any proposed prices must remain firm for the duration of the initial one-year term and the basis for any subsequent escalations at annual renewals must be clearly defined. Proposals submitted are not publicly available until after award.
- E. By submitting a proposal, the service provider certifies that it has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- F. Individuals, service providers, and businesses responding to this proposal may not initiate or continue any verbal or written communications regarding this solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Investment Committee.
- G. If a service provider is currently an authorized broker dealer for Gwinnett County, the service provider may continue any normal daily communications, including trading activity, and may continue to provide other assistance as requested by the Department of Financial Services. The service provider must refrain from any communications with any County officer, elected official, employee or other County representative regarding this solicitation. The Purchasing Director will review violations. If determined that such communication has compromised the evaluation process, the offer submitted by the individual, service provider or business may be disqualified from consideration for award.

II. MINIMUM REQUIREMENTS FOR SUBMISSION

Proposals should include a typed response to all questions asked in this proposal document and include all documentation requested in **Exhibit A - Questionnaire**. Questions should be repeated and all answers numbered in the EXACT same order as presented and specifically answered with no reference to such, as "see proposal" should be made. Each page of the response to this proposal and to the Questionnaire should have the service provider's name on it. Responses by fax or email will not be accepted. Any service provider deviating from these instructions may be automatically disqualified. Answer each question concisely. Respond clearly and concisely to all questions without referring to preprinted materials (unless the proposal specifically requests the service provider to do so) as a response. Service providers are encouraged to submit clear and concise responses, and excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful service provider for this project, service providers are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged. Service providers should not submit website links in lieu of written responses. Website links and any information contained within may not be reviewed or considered by Gwinnett County.

III. PROPOSAL EVALUATION PROCESS AND SELECTION CRITERIA

The evaluation process is structured to secure compatible, highly skilled, and experienced personnel who would be most effective in delivering quality broker dealer services. The primary objective of the evaluation process is to select a broker dealer that meets the following:

- Clearly demonstrates a thorough understanding of the Investment Policy and the laws of the State of Georgia.
- Possesses adequate resources to handle extenuating requests that may result during the contract period.
- Proposes highly skilled and experienced personnel.
- Maintains an untarnished reputation for providing quality broker dealer services to the public sector.
- Demonstrates exceptional value for the cost of services proposed.

NOTE: Any exceptions must be clearly stated in the submittal. The County will take into account any exceptions in its scoring and evaluation process and service providers are strongly encouraged to address and comply with the requirements included herein. Taking exceptions to the provisions and requirements of this proposal, as well as failure to address the items of this proposal, may result in a response receiving a substantially lower score.

Please verify e-mail addresses and other contact information for references prior to submission. Inability to obtain reference information will be considered in the evaluation process.

Evaluation Process

Proposals will be evaluated based on their relative responsiveness to the criteria described below and with the weight values as shown below.

Part 1		Points
1.	Technical Approach and Understanding - Responsiveness to and demonstrated understanding of the proposal requirements and proposed methodology.	25
2.	Qualifications & Experience - Demonstrated ability, capability and skill of broker dealer to accomplish requested services, tasks and support.	25
3.	References – Demonstrated experience and expertise of broker dealer by demonstrating experience with similar size, scope and nature as that of Gwinnett County.	20
4.	Product Mix – Demonstrate that the broker dealer’s firm makes a market in a diverse set of securities that is within the scope of the Investment Policy.	10
Subtotal		80
5.	Cost and Financial Considerations – Company’s financial strength and regulatory compliance will be considered. Provide total costs of providing services, individual trades, method of billing and value of services proposed.	5
6.	Value Added – Additional services available outside of buying and selling securities.	15
Subtotal		100
7.	Optional Interview	10
Total		110

Part 1: Evaluation Committee will evaluate responses according to the criteria as described above and score and rank the proposals. Evaluation Committee may short list the highest-ranking service providers.

Part 2: Cost proposals will then be opened, scored, and the results will be combined with the results of Part 1 scoring. After this scoring, a number of the highest-ranking proposers may then be short listed. This would be at the discretion of the Evaluation Committee.

Part 3: At the discretion of the Evaluation Committee, a presentation may be scheduled to provide a brief explanation of the service provider's services and how the service provider proposes to provide this service for the County. If interviews are necessary, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview. Interviews should be conducted within five (5) working days after request. All presentations/interviews will be the sole responsibility of the proposing service provider(s) and at no cost to Gwinnett County.

If an agreement with the highest-ranked firm cannot be reached, Gwinnett may then negotiate with the second-ranked firm and so on until a satisfactory agreement has been reached.

IV. AWARD AND CONTRACT

Any agreements required to transact business as an Authorized Broker Dealer should be submitted with the response to the proposal. Agreements in addition to the answers to this request for proposal will remain in force until services are discontinued. Service Provider, by signing these forms, acknowledges acceptance of all terms and conditions contained including:

- Gwinnett County Department of Financial Services will review broker dealers annually.
- Authorized broker dealers will provide services on an annual basis with four additional one-year options to renew.
- The dealer will cease to provide broker dealer services in the event of merger, acquisition, or dissolution. The surviving entity should make a written request to the Department of Financial Services Treasury Division for review and inclusion as an authorized dealer.
- Each individual broker is approved with a specific dealer. In the event that a broker ceases to be employed by the dealer for any reason, the broker and the dealer will cease to provide broker dealer services and will become unauthorized. The broker should make a written request to the Department of Financial Services - Treasury Division for review and inclusion as an authorized broker.
- Costs specified in the proposal **must** remain firm for the initial term and any increases for the four (4) renewal options must be listed in the proposal submittal as a specific percentage of increase.

Proposals submitted in response to this proposal must contain certain information essential to understanding, evaluating and scoring the proposals. The intent is not to limit the content of the proposals; however, unnecessarily lengthy proposals will not enhance the evaluation process. Therefore, service providers are encouraged to restrain from unnecessary boilerplate information. The emphasis should be on the broker dealer's ability to satisfy the requirements of this proposal. Information submitted in the proposal must be current, complete and accurate.

Summary

This proposal is not soliciting investment managers, investment consultants, investment advisors, safekeeping agents, outsourced CIOs, custodians, or portfolio managers. Money managers **cannot** serve as authorized broker dealers.

Members of an evaluation committee will review and score responses to this request for proposal. The evaluation committee will recommend to the Investment Committee for approval a list of no more than

six broker dealers. The Investment Committee will vote and once the required documentation is executed, it is anticipated that new broker dealers will be in place to begin on May 1, 2022.

Consideration will be to the broker dealers whose responses comply with the requirements set forth in the request for proposal, and whose responses best meet the needs of the County. All aspects of the proposals will be taken into consideration.

Gwinnett County reserves the right to negotiate price, scope, schedule and any exceptions noted in the proposal with the selected broker dealer(s). Gwinnett County reserves the right to reject any or all proposals, to waive technicalities and to make an award in whole or in part as deemed in its best interest. Broker dealers will be reviewed annually.

Copies of the following documents are included in this request for proposal:

- (a) Gwinnett County Investment Policy adopted and enacted by the Board of Commissioners of Gwinnett County, Revised November 27, 2018.
- (b) Questionnaire which includes certification and reference sheets.

The County requires that each prospective broker dealer submit written responses to questions contained in this Request for Proposal, including providing answers to questions in **Exhibit A** - Broker Dealer Questionnaire including certification and references as a prerequisite to the County establishing an account relationship with that party or continuing an existing relationship.

Exhibit A - Questionnaire

Please answer all questions completely in the format provided.

Section I: Request for General Information from Broker Dealer Candidate

1. Contact Information:
 - a. Name of firm, address, telephone number and fax number for local office and for headquarters.
 - b. Name, telephone number and e-mail address for compliance officers.
 - c. Name, telephone number, fax number and e-mail address of representative(s) that will be assigned to the Gwinnett County account.
 - i. Provide a brief resume and employment history for this individual.
 - ii. Please include licenses, certifications and any specialized training or expertise.
 - iii. Describe in depth the history and details of any disciplinary action or complaint, the history of any arbitration or litigation, and the nature of the case and disposition.
 - iv. Provide the name of the immediate supervisor.
2. If the proposing service provider is not a bank, please provide the following information regarding the principal banking relationship:
 - Bank Name
 - Address
 - Contact Information, telephone number, fax number and e-mail address
 - Length of relationship
3. List the instruments for which the service provider makes an active market.
 - a. Does the service provider make an active market in the following securities? Please indicate if the service is a primary dealer for each.
 - i. Treasury and Federal Agency Bonds
 - ii. Agency Discount Notes
 - iii. Agency Issued Mortgage-Backed Securities
 - iv. Municipal Bonds
 - v. Repurchase Agreements (REPOs)
 - vi. Brokered CDs
 - b. Does the service provider specialize in any of these instruments?
 - c. What was the service provider's total volume in U.S. government and agency securities traded last year?
 - d. Include number of transactions and total volume for local office and firm wide.
4. What unique quality or service does the service provider offer that gives a competitive edge?
 - a. Is the service provider currently or previously been an authorized broker dealer for Gwinnett County?
 - b. Is the service provider currently or previously been an authorized broker dealer for any County in Georgia or for the State of Georgia Office of Treasury and Fiscal Services?
5. How does the service provider obtain market prices?
6. Which portfolio management system does the service provider use?
7. Describe the service provider fee and invoice process. Do not include any pricing in response to this question. All pricing must be included in the cost proposal.
 - a. How are fees calculated, if any?
 - b. Are fees hard or soft dollar?
8. Please explain the service providers normal custody and delivery procedures.

Exhibit A - Questionnaire

9. What are the time deadlines or constraints for implementing agency/treasury cash trades (same day settlement); agency/treasury next day settlement; agency/treasury corporate settlement?
10. Who does the service provider use as a tri-party custodian for Repurchase Agreements (REPOS)?
11. What percentage of total transactions failed at year end 12/31/20?
12. Has any public sector client serviced by individuals in Question #1 reported to the service provider, verbally or in writing, that a loss was sustained on a securities transaction due to a misunderstanding or misrepresentation of the risk characteristics of the instrument? If so, please explain.

Section II: Request for General Information regarding Disclosure

1. Describe the capital line and trading limits that support or limit the office that would conduct business with Gwinnett County.
2. As of 12/31/20, did the service provider comply with the Federal Reserve's capital adequacy guidelines?
3. Have there been any "material" litigation, arbitration, or regulatory proceedings, either pending, adjudicated or settled, that the service provider has been subject to within the last five years that involved issues concerning the suitability of the sale of securities to an institutional client?

If so, please describe each matter briefly. For purposes of this section, proceedings are "material" if the independent accountant applying generally accepted accounting principles determines that such proceedings required disclosure in the service provider's financial statements.

4. Is the service provider aware of any irregularities with any audited financial statements filed within the last three years? Please explain.
5. Has the service provider been censured, fined, or investigated by the Securities and Exchange Commission? Explain.
6. What type of training will the service provider offer to Gwinnett County investment staff? Provide cost as part of the cost proposal.
7. What additional services does the service provider brokerage offer? (Customer training, online portfolio reporting, online trading, etc.)

Exhibit A - Questionnaire

Section III: Certification

- 1. All account representatives are required to be familiar with the current policies that relate to investment and trade activities. The Investment Policy dated November 27, 2018 is attached for your review and certification.

The service provider must certify that assigned executives and representatives have received, read and will abide by the Investment Policy. Complete the and return the certificate included as Exhibit B as part of the proposal response.

I have received, read and will abide by the Investment Policy adopted or dated on November 18, 2018.

Name:

Date:

Name:

Date:

Name:

Date:

I hereby certify that the above is true and correct to the best of my knowledge and that I am authorized to execute this request for the information on behalf of:

Name of Firm _____

Tax ID _____

Print Name/Title* _____

Signature* _____ Date _____

***Must be signed by a registered principal of your firm.**

Exhibit A - Questionnaire**Section IV: Documentation and Attachments**

1. The following items should be marked "Legal Agreements" for review by the Gwinnett County Law Department.

Include copies of the service provider trading agreements, authorization forms, certificates, signing authorities, tri-party clearing agreements, third party clearing agreements, and any other documentation that Gwinnett County and the Broker/Dealer will be required to execute at contract date.

2. Include copies of the following items as part of the response to this request for proposal.
 - a. Cash settlement and RVP/DVP instructions.
 - b. Samples of research reports related to instruments listed in #3 that are provided to public sector clients.
 - c. For those broker/dealers that prepare and submit financial statements to the NASD, SEC, FDIC, NYSE, please provide copies of publicly available financial documents filed at 12/31/20.
 - d. Please provide certified audited financial statements at 12/31/20 or the service provider's calendar year end.
 - e. Provide a copy of the Statement on Auditing Standards (SAS) No. 70, Service Organizations, Type II for the most recent audited year-end.
 - f. Please provide copies of all required licenses to operate as a broker/dealer in the State of Georgia.

Note:

As an authorized broker dealer, periodically Gwinnett County may request information about bank, holding company or operations and may request materials such as an Annual Report, Focus Report, SEC filings or Statement on Auditing Standards No. 70 (SAS 70), Type I or II.

Exhibit A - Questionnaire

Section V: References

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed for public sector clients. All information provided should be current, complete, and easily verifiable.

1. Company Name: _____

Brief description of contract, including dollar value of trades executed during calendar years 2019, 2020 & 2021

Contract Dates: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

2. Company Name: _____

Brief description of contract, including dollar value of trades executed during calendar years 2019, 2020 & 2021

Contract Dates: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

3. Company Name: _____

Brief description of contract, including dollar value of trades executed during calendar years 2019, 2020 & 2021

Contract Dates: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Service Provider Name: _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

Exhibit A - Questionnaire

Certification of Non-collusion in Proposal Preparation _____
(Signature) (Date)

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

The Department of Financial Services will make a recommendation to the Investment Committee regarding term, price, and contract conditions of this procurement. In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is officially accepted within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items within the time specified and per the conditions of the proposal document.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____

E-mail address _____



CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates, or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this _____ day of _____, 20____

BY: _____
Authorized Officer or Agent Signature

_____ Notary Public
Printed Name of Authorized Officer or Agent

_____ (seal)
Title of Authorized Officer or Agent of Contractor

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

RP007-21
COST PROPOSAL

Remember to submit your cost in a separate sealed envelope.

The cost proposal should include any cost associated with the services outlined in this proposal as well as the below table.

The Department of Financial Services will make a recommendation to the Investment Committee regarding term, price, and contract conditions of this procurement. All terms, price and conditions listed in the Broker Dealer’s proposal are to remain firm for the duration of the initial term of the contract. Failure to hold firm for the initial term of the contract will be sufficient cause for proposal to be deemed non-responsive.

Unless otherwise noted, quoted prices will remain firm for four (4) additional one-year periods. If a percentage increase/decrease will be a part of the renewal option periods, please note this in the space provided together with an explanation.

Renewal Options:

Renewal Option #1 (year two of contract period):	_____ % Increase	_____ % Decrease
Renewal Option #2 (year three of contract period):	_____ % Increase	_____ % Decrease
Renewal Option #3 (year four of contract period):	_____ % Increase	_____ % Decrease
Renewal Option #4 (year five of contract period):	_____ % Increase	_____ % Decrease

Service Provider Name: _____

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
6. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

FAILURE TO RETURN THIS PAGE MAY RESULT IN THE REMOVAL OF YOUR COMPANY FROM THE COMMODITY LISTING

Buyer Initials: DG

RP007-21

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

GWINNETT COUNTY

DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are

delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director

to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to

Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com

XXXIII. PENDING LITIGATION

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.